

Eastern Allamakee CSD

Teamsters #238 (Mixed)

7/1/2005 6/30/2007

AGREEMENT BETWEEN

EASTERN ALLAMAKEE COMMUNITY SCHOOL DISTRICT

AND

CHAUFFEURS, TEAMSTERS AND HELPERS, NO. 238

July 1, 2005 - June 30, 2007

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PREAMBLE

The Board of Directors of the Eastern Allamakee Community School District hereinafter referred to as the "EMPLOYER" and Chauffeurs, Teamsters and Helpers, Local Union #238, affiliated with International Brotherhood of Teamsters, hereafter referred to as the "UNION", have reached certain understandings which they desire to confirm in this agreement.

IT IS, THEREFORE, AGREED AS FOLLOWS:

ARTICLE 1 RECOGNITION AND DEFINITIONS

Section 1.1

This Agreement is entered into between the Board of Directors of Eastern Allamakee Community School District, hereinafter referred to as the "Employer" and Chauffeurs, Teamsters & Helpers, Local Union #238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

Section 1.2

The Eastern Allamakee Community School District hereby recognizes the Chauffeurs, Teamsters & Helpers Local #238 as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case 2555) issued by the Public Employment Relations Board on the 12th day of August, 1983.

Included: all non-certified employees and employees performing work in classifications covered by this contract: custodians, cooks, associates and secretaries not excluded.

Excluded: all elected officials, superintendent, principals, secretary to Board of Education, secretary to Superintendent of Schools, teachers, administrators, and all others excluded by the Act.

Section 1.3

As used herein, the term "employee" shall mean all persons described in the bargaining unit set forth above.

Section 1.4

As used herein, the term "regular employee" shall mean all contracted employees.

Section 1.5

As used herein, the term "part-time employee" shall mean all contracted employees whose normal work week is less than thirty (30) hours per week.

Section 1.6

"Casual employees" are those employees working on call and without a contract. These employees are not covered by this agreement.

Section 1.7

"Days" as used in this Agreement will mean calendar days except where specifically stated otherwise or when referring to leaves of absence, vacations and holidays which will be employee work days. "Working days" as used in this contract shall refer to the days of the employees work schedule.

ARTICLE 2 GRIEVANCE PROCEDURE

Section 2.1 PURPOSE

- (A) The purpose of this procedure is to secure at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept informal and confidential and may be appropriate at any level of this procedure.
- (B) At all steps of a grievance, the Employer and Union shall have the right to have representatives attend any meeting required to resolve the grievance.
- (C) All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the grievant and their Union representative heretofore referred to in this Article, meeting with the appropriate management designee(s).
- (D) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work.
- (E) If any employee files any claim in any form other than the grievance form set forth in this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.
- (F) The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance. A supervisor or administrator's failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.

Section 2.2 DEFINITIONS

- (a) Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- (b) Grievant: As used herein, a "grievant" is the person(s) making the allegation.
- (c) Informal: Within ten (10) working days after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter with the immediate supervisor, with the object of resolving the matter informally.

Section 2.3 PROCEDURES

- (a) Step 1:

If the grievance cannot be resolved informally in Step 1, the grievant may file a grievance in writing, stating the nature of the grievance, reciting the specific clause or clauses of this agreement allegedly violated and shall specify with particularity the remedy sought. The grievant shall present this written copy to the District Administrator assigned to that area within sixteen (16) working days of the date of the occurrence of the alleged violation.
- (b) The District Administrator assigned to that area shall make a decision on the grievance and communicate it in writing to the employee including a copy for the Union within ten (10) working days after the receipt of the written grievance.
- (c) Step 2:

If the grievance is not settled at Step 1, it shall be referred to the Superintendent and Business Representative for direct negotiations in the Superintendent's office in an effort to settle the grievance within ten (10) working days unless mutually agreed otherwise. The Superintendent shall send his answer to the Union within ten (10) working days. A copy shall be furnished the grievant.
- (d) Step 3:

If the grievance is not resolved satisfactorily at Step 2, the grievance may be submitted to final and binding arbitration with written permission of the employee. To enter such arbitration, the Union shall submit a written request on behalf of the grieving employee(s) to the Superintendent of Schools, within twenty (20) working days from receipt of the Step 2 answer.

The grievance shall be submitted to arbitration in the following manner:

1. The Union and the Employer shall endeavor to agree upon an arbitrator. If no agreement is reached in seven (7) working days, then
 2. A joint letter will be mailed requesting P.E.R.B. to submit a list of five (5) available arbitrators from which one is to be mutually selected within seven (7) working days after receipt of the list. If the parties fail to agree which service is to be used, the decision shall be made by flip of the coin.
 3. If the parties are unable to agree upon one of the individuals so listed, the parties shall alternately strike names from said list until only one remains. The party requesting the arbitration shall strike the first name.
 4. P.E.R.B. shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list shall hear the case.
- (e) The arbitrator shall be advised of the limitation placed on his authority by this agreement and that his final decision is expected with thirty (30) days after a hearing has been held. The agreed upon limitations are:
- (1) The decision of the arbitrator shall be final and binding on all parties to this Agreement and any employee involved in this dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the action causing grievance first occurred, and in any event, not longer than six (6) calendar months prior to the date of the first filing of the grievance in writing.
 - (2) The arbitrator shall be limited to interpreting this Agreement applying to the particular case presented to him. He shall have no authority to add to, subtract from, disregard or in any way modify the terms of this agreement or any agreement made supplementary thereto.
 - (3) The expense and fees of the arbitrator shall be shared equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from the witnesses.

Section 2.4 REPRESENTATIONS

- (a) The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union.
- (b) Any grievance at Step 1 may be discussed by the employee and his/her supervisor during the employee's working time, so long as such meeting and discussion does not interfere with the job, duties, and assignments of the employees, and where applicable, a Union representative, and does not interrupt the normal operations of the school system.

ARTICLE 3 DISCIPLINE

Section 3.1

Disciplinary action will be taken against an employee only for just cause and shall be subject to the grievance procedure. The disciplinary action shall be appropriate, and such action may include oral warnings or counseling, written warning, suspension and discharge. Demotions will not be used for disciplinary purposes except as may be mutually agreed to by the Union and the Employer. Supervisors will endeavor to handle discipline discreetly.

ARTICLE 4 WAGES AND JOB CLASSIFICATIONS

Section 4.1

Employees will be paid on an hourly basis as on schedules.

Section 4.2 MAJOR CHANGE IN JOB CONTENT OR ESTABLISHMENT OF A NEW JOB.

In the event of a major change of job content or the installation of a new job, the Employer shall establish a new rate in accordance with the present practice. This wage rate shall be subject to the Grievance Procedure through Step 3 only.

Section 4.3 PROBATION.

All new employees shall be on probation for ninety (90) days and shall be paid at the probationary rate from the first day on the job to the end of the probationary period.

Definition-New Employee - Any employee that has not worked an accumulative ninety (90) days within the three calendar years of date of current employment, either as a substitute or as a regular full time employee.

Section 4.4 OVERTIME WORK AND COMPENSATION.

No employee shall, except as otherwise herein provided, work more than forty (40) hours per week without written authorization from the Superintendent of Schools or his/her designee.

In emergencies, the Superintendent of Schools or his/her designee may prescribe reasonable periods of overtime work to meet operational needs.

Employees on hourly rates shall be compensated for authorized overtime work by payment at time and one-half (1 1/2).

Overtime for the purpose of this paragraph shall be defined as all hours worked in excess of forty (40) hours in any week. For pay purposes, the work week of the Employer runs midnight Sunday of one (1) week to midnight Sunday of the next week. For purposes of describing "hours worked" in this paragraph, hours allowed for paid leave shall count as hours worked.

There shall be no pyramiding of overtime in that any hours for which overtime or premium has been paid, will not be included, or counted as hours worked, for the purpose of determining further overtime or further premium pay under this agreement. A change in work schedule or trade-off of work assignments or other rescheduling of work assignments requested by the employee, when approved by the Employer, which results in work assignments within a work week in addition to the regularly scheduled forty (40) hour week of an employee, shall not be considered overtime. Duty free lunch and premium time will not be used in the computation of overtime.

Each employee shall be granted a lunch period of thirty (30) minutes during his/her shift for a lunch period. The time of such lunch period may vary from day to day.

Section 4.6 REST PERIODS.

Whenever it is possible, each employee may take a fifteen (15) minute rest period the first half of his/her shift and a second such rest period the second half of his/her shift.

Section 4.7 CALL BACK.

An employee called back after his/her regular shift, for reasons beyond his/her control, shall be given a minimum of two (2) hours on his/her time card.

Section 4.8 EARLY DISMISSAL

When school starts late or is dismissed early for any reason and a full day of school is counted for the students and teachers, hourly paid employees whose contracts are tied to the student school year shall be entitled to their full day's pay (i.e. teacher associates and secretaries at New Albin Elementary, Middle School, and Kee High School).

Staff members who are on a twelve (12) month contract should notify the building principal or superintendent if they feel conditions are such as to present a danger to their health or safety. Compensation time, vacation, or personal leave can be used to be paid for missed time. If no compensation time is available, or vacation or personal leave is not used, time cards will be turned in with no hourly wage for that day.

WAGE SCHEDULES

CUSTODIANS

July 1, 2005

CUSTODIANS

Steps

1	8.31
2	8.51
3	8.71
4	8.91
5	9.11
6	9.31
7	9.51
8	9.71
9	9.91

July 1, 2006

CUSTODIANS

Steps

1	8.56
2	8.76
3	8.96
4	9.16
5	9.36
6	9.56
7	9.76
8	9.96
9	10.16

At 14 years of service employees receive an additional \$.30 longevity per hour.

At 19 years of service employees receive an additional \$.35 longevity per hour.

Head Custodian shall be paid at Step plus \$.25 per hour.

The above schedule is based on 40 hours per week and 52 weeks per year for custodians.

Employees shall remain at their current step through June 30, 2007.

SALARY SCHEDULE
FOOD SERVICE EMPLOYEES

<u>Cooks</u>			
<u>July 1, 2005</u>		<u>July 1, 2006</u>	
<u>Steps</u>	<u>Hour</u>	<u>Steps</u>	<u>Hour</u>
1	7.73	1	7.98
2	7.93	2	8.18
3	8.13	3	8.38
4	8.33	4	8.58
5	8.53	5	8.78
6	8.73	6	8.98
7	8.93	7	9.18
8	9.13	8	9.38
9	9.33	9	9.58

At 14 years of service employees receive an additional \$.30 longevity per hour.

At 19 years of service employees receive an additional \$.35 longevity per hour.

Head Cook shall be paid at Step plus \$.25 per hour.

Hours assigned by the Superintendent, 8 hours per day, 181 days, plus four (4) holidays = 185.

New Albin - arranged by head cook, 6 hours per day, 181 days, plus 4 holidays = 185.

Pay scaled over 12 months pay period to permit insurance deductions.

Kitchen Aide Hours are to be established by the superintendent according to need.

Employees shall remain at their current step through June 30, 2007.

SALARY SCHEDULE

SECRETARY SECRETARY- ASSOCIATES

<u>July 1, 2005</u>		<u>July 1, 2006</u>	
<u>Year</u>	<u>Hour</u>	<u>Year</u>	<u>Hour</u>
1	\$7.73	1	7.98
2	7.93	2	8.18
3	8.13	3	8.38
4	8.33	4	8.58
5	8.53	5	8.78
6	8.73	6	8.98
7	8.93	7	9.18
8	9.13	8	9.38
9	9.33	9	9.58

At 14 years of service employees receive an additional \$.30 longevity pay.

At 19 years of service employees receive an additional \$.35 longevity pay.

Secretary and Secretary-Associates hours - regular hours 8:00 AM to 4:00 PM daily, 40 hours per week, length of duty is to be established by the Superintendent prior to issue of contracts, but shall not be lower than 36 weeks per year.

In connection with the position of Secretary, the Employer is of the opinion that it is not necessary to have a 52 week secretary. The Employer agrees that if an overload exists due to reduction of a secretary (High School, New Albin or Middle School) to 40 weeks, the secretary will be recalled before any secretary-aides to deal with said overload.

Pay scaled over 12 months for insurance eligibility.

Employees shall remain at their current step through June 30, 2007.

ARTICLE 5 INSURANCE

Section 5.1

For the purpose of this Article, it is understood that only those employees who are employed at least thirty (30) or more hours per week are eligible for Employer contributions toward the eligible employee's premium for School District group health, hospitalization, surgical, dental and major medical insurance; life insurance, accidental death and dismemberment insurance. Employees working less than thirty (30) hours per week shall not be eligible for membership in the group health, hospitalization, surgical, dental and major medical insurance, life insurance, accidental death and dismemberment insurance.

Section 5.2 GROUP HEALTH, HOSPITALIZATION, SURGICAL, DENTAL AND MAJOR MEDICAL INSURANCE.

The Employer shall contribute the total monthly premium cost of Plan B toward the employee's premium for School District group health, hospitalization, surgical and major medical insurance. The contribution shall apply toward the premium of the employee's single, Medicare or family contract. The Employer shall contribute up to \$16.00 on the cost of dental insurance.

Section 5.3 LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT AND DISABILITY INCOME INSURANCE.

Employer shall purchase at School District expense for all employees eligible as above, a \$10,000 life insurance policy and include an accidental death and dismemberment policy.

Section 5.4 EFFECTIVE DATE OF COVERAGE.

- (a) Eligible employees, new to the District, will be covered by insurance no later than thirty (30) days after initial employment.
- (b) Except as otherwise provided in this Agreement, an employee is eligible for monthly School District contributions as provided in this section as long as the employee is employed by the District. Upon termination of employment, all School District contributions shall cease from the last day of the month in which the employee terminates.
- (c) During a layoff or an unpaid leave of absence for any reason, the employee may continue his/her insurance coverage by making arrangements with the School District insurance carrier to pay the entire cost of monthly premiums for each month. Failure to make such payment on time will result in the employee being dropped from coverage in accordance with the provisions of the master policy of each carrier.
- (d) The District shall have the right to procure the insurance referred to in this Article.
- (e) If insurance projection at 10% cap is inaccurate this Agreement remains unaffected.

ARTICLE 6 SENIORITY

Section 6.1 DEFINITION AND SENIORITY DATE.

Seniority is the length of service with the District. It is recognized, however, that in the practical application of this principle of seniority, the necessary ability, skill, qualifications, certifications, competence, experience and physical fitness for the job must be considered.

The seniority of an employee is determined by the length of service computed in years, months, days from the date of the beginning of his/her last continuous employment, as determined by the date the employee signed the first contract for full or part-time employment.

Section 6.2 SENIORITY LIST.

The District shall maintain a list of the employees within the unit showing the names of all employees in the order of the seniority ranking. A copy of such list shall be furnished to the Union within thirty (30) days after the effective day of this Agreement and whenever revised by insertion with the checks. Protest of, errors in, or omissions from such list must be made to the District within thirty (30) days from the date of the furnishing of such lists and revisions thereof. If no protests are made within the thirty (30) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

Section 6.3 LOSS OF SENIORITY.

An employee shall lose all seniority rights under this Agreement for the following reasons:

1. Voluntary quit or retirement.
2. Discharge for cause.
3. Failure to secure proper leave of absence, or failure to return by the expiration date of leave of absence or extension thereof, properly granted.
4. Laid off for a period of more than thirty-six (36) months.
5. Failure to return after being recalled from layoff.
6. Unexcused absence for a period in excess of three (3) consecutive working days.

ARTICLE 7
ASSIGNMENT, TRANSFER AND POSTING OF JOB VACANCIES

Section 7.1 VOLUNTARY TRANSFER AND ASSIGNMENTS.

An employee must have spent at least thirty (30) days in an assignment before requesting a transfer.

An employee bidding a higher rated job and being a successful bidder shall have no right to rebid his/her former job or be permitted to bid on another job for thirty (30) days except for medical reasons supported by a doctor's statement or to bid to a higher rated job.

Section 7.2 POSTING OF JOB VACANCIES OR NEW JOBS:

The Superintendent of Schools agrees to post a notice of each job vacancy or new job that occurs provided that the vacancy is in the job classification which will be permanent in nature. The notice for permanent job openings will be posted on an 8 ½ x 11 inch designated bulletin board in each of the school buildings for a period of five (5) working days. Any employee can request a transfer to the job opening by informing the Superintendent of Schools in writing. Employees will be notified in writing of the disposition of their requests for transfer and upon request shall be provided with the reason for the disposition.

If there is more than one bidder for the job, it shall be assigned to the most qualified bidder who meets the minimum qualifications and possesses the skill and ability necessary to perform the work as determined by the Employer. If two or more bidders are determined by the Employer to possess the same qualifications, skill and ability to perform the required work, the job shall be awarded to the bidder having the greatest seniority with the Employer.

No employee shall be allowed more than one (1) job change in a six (6) month period unless it is otherwise mutually agreed upon between the Employer and the Union.

Section 7.3 POSTING OF JOB VACANCIES.

The Superintendent of Schools agrees to post a notice of each job vacancy that occurs provided that the vacancy is in a job classification which will be permanent in nature. The notice for permanent job openings will be posted on a designated bulletin board in each of the school buildings for a period of five (5) working days. Any employee can request a transfer to the job opening by informing the employee in writing. Employees will be notified in writing of the disposition of their requests for transfer and upon request shall be provided with the reason for the disposition.

Section 7.4

Contracts will be handed out to all employees at the same time.

ARTICLE 8 STAFF REDUCTIONS PROCEDURE

Section 8.1

Seniority as used in staff reduction procedure shall be as defined in Article 7 of this agreement.

Section 8.2

In the event it becomes necessary to reduce the work force, employees with the least seniority in a category, shall be laid off first if the remaining employees can qualify to do the work. Employees placed on reduction shall have recall rights for three (3) years only to positions in the category from which they were laid off. Employees shall be recalled according to seniority, within their category, if they are qualified for the position to be filled.

Section 8.3

The employee who is to be recalled will be notified by certified mail to his or her last known address. The employee must respond to such notice within five (5) days after receipt thereof, and actually report to work in ten (10) days after receipt of notice unless mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

Section 8.4

All employees on a layoff status shall retain the seniority and prior longevity that they had when they were laid off. They will not continue to earn seniority, vacation, or longevity while on layoff. Upon return to work after recall, a laid off employee will have his/her seniority date adjusted to give him/her credit for past seniority. An employee on layoff who is recalled for service shall get credit for a full month for which the employee worked more than ten (10) days. His/her previous insurance coverage will be reinstated.

Section 8.5

An employee may retain Employer insurance coverage during the period of layoff by paying the premium in full to the school district insurance carrier as provided in the Insurance Article of this agreement, if permissible under the master insurance policy.

Section 8.6

If the hours of a senior employee are to be reduced that employee may "bump" into a position with equal or more hours of employment occupied by another employee with less seniority. Such "bumping" right exists only within the employee's specific job classification. The separate job classifications are food service, secretary, custodian and associate.

The "bumping" employee shall give written notice of intent to exercise his or her "bumping" rights to the employee to be bumped and the Superintendent within five (5) school days of receipt of the notice of reduction of hours. Such notice of bumping shall contain the name of the employee intended to be bumped and the position that the notified employee intends to bump into.

ARTICLE 9 VACATIONS

Section 9.1

All regular full-time employees on year-round contract (52 weeks) shall be entitled to vacation time at their established rate under the following schedule:

Less than 12 months employment	0 weeks
1-5 year employment	2 weeks
6-19 years employment	3 weeks
20 years and over	4 weeks

Section 9.2

When allowed vacation time is not taken, vacation time will accumulate up to two weeks. Any accumulation beyond two weeks will be paid at the regular straight time rate of the employee. Vacation time not taken shall be with the approval of the Superintendent.

Section 9.3

Absence, on account of illness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Employer, be charged against vacation leave allowance.

Section 9.4

The Superintendent, or designee, shall approve all vacation leave. Final decisions as to the number of employees on vacation at any time, for any shift or classification, as to any vacation dates is subject to the approval of the Superintendent, or designee.

Section 9.5

Vacations may start at any time during the week.

Section 9.6

Employees may use their seniority in selecting vacation days.

Section 9.7

Employees who work part-time or only when school is in session shall not be eligible for vacation pay.

ARTICLE 10 HOLIDAYS

Section 10.1

All regular twelve (12) month employees of 40 hours per week or more shall receive their regular compensation for the following holidays:

- New Year's Day
- *President's Day
- *Good Friday Afternoon
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

*If it is necessary for employees to work on a holiday because students are scheduled for classes, the affected employee will be given another day with pay. Said day off shall be by mutual agreement by employee and Superintendent.

Section 10.2

A. All regular nine (9) month employees of 30 hours per week or more shall receive their regular compensation for the following holidays:

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

B. All regular nine (9) month employees who work less than thirty (30) hours per week will receive their regular compensation for the following holidays:

- Christmas Day
- New Year's Day

Section 10.3

Employees who are serving a probationary period are entitled to holiday pay for holidays falling within such probationary period.

Section 10.4

It is necessary for the Board of Directors to designate or redesignate the school calendar for students for a given year, and in so doing it is sometimes necessary to schedule student attendance, in the operation of the school system, on a listed holiday. It is therefore agreed that if this necessity occurs, employees will work on the designated students attendance day.

ARTICLE 11 LEAVE OF ABSENCE

Section 11.1

All employees shall be entitled to the number of sick leave days for personal illness or disability according to the following schedule:

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment & subsequent years	15 days

Sick leave days shall be granted for each consecutive school year of employment as of the first official day of said school year whether or not the employee reports for duty on that day. The Board may require such reasonable evidence as it may desire confirming the necessity for such leave. Unused sick leave shall be accumulated from year to year up to a maximum of 120 days. The minimum usage of sick leave shall be a half day.

Section 11.2 NOTIFICATION OF ACCUMULATION

An employee may review the official accounting of personal accumulated sick leave days at any reasonable time.

Section 11.3

An employee eligible for sick leave, with pay, may use such sick leave upon approval of the Superintendent, or designee, for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness. An employee requesting sick leave shall inform the Superintendent, or designated supervisor, on duty at the place of employment, of the fact and the reason therefore.

Section 11.4

The official sick leave record shall be maintained at the School District business office.

Section 11.5

Any regular employee transferred from one bargaining unit to another bargaining unit in the school district shall have sick leave credits transferred without loss to the employee.

Section 11.6 JOB INJURY SICK LEAVES.

Any employee injured while engaged in work covered by Worker's Compensation insurance which results in absence from work shall be compensated by the School District insurance carrier for a loss of wages caused by such injury, in accordance with the limitations of such carrier.

Section 11.7 FUNERAL LEAVE.

Funeral leave with pay, shall be authorized for the purpose of attending the funeral and attending to urgent business connected with the said death of members of the immediate family, construed to mean parent, stepparent, child, stepchild, spouse, grandchild, brother or sister, parents-in-law, maternal and paternal grandparents, children-in-law, sister-in-law, and brother-in-law. Such leave shall be up to five (5) days in each instance for regular employees.

Section 11.8

One (1) day of funeral leave may also be used for pall bearers and close friends.

Section 11.9

In all cases of funeral leave, the employee shall be paid for those days the employee would have been otherwise scheduled to work.

Section 11.10 ILLNESS IN THE FAMILY.

Illness in the family leave shall be construed to mean leave necessitated by serious illness of a member of the employee's immediate family. The immediate family shall be construed to mean father, mother, son, daughter, wife or husband, brother, sister, stepchild up to five (5) days annually.

Section 11.11 PERSONAL BUSINESS LEAVE

At the beginning of the school year, each employee shall be eligible for two (2) days, with no loss of pay, to be used at the discretion of the employee. In the event that an employee does not use all personal leave during the school year, said employee shall accumulate unused days of personal leave that shall be added to the following year's allowable personal leave. Said personal leave shall accumulate from year to year up to a maximum of five (5) days. However, no personal leave shall ever exceed two day usages unless the employee is legally required to use more.

Said personal leave shall not be granted on the first or last day of school, nor on a day before or after a holiday unless the employee is legally required to be absent.

The request for such leave will be made in writing at least one (1) day in advance except in cases of emergency.

Section 11.12 JURY DUTY.

The Employer shall pay all employees serving on any jury, or required to appear in judicial or administrative proceedings, or who should be asked to testify in any arbitration, shall be provided such time and paid the difference in salary between jury pay and his/her regular salary while in such service, If the employee is discharged from the jury before the work day ends, he/she must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

Section 11.13 PROFESSIONAL LEAVE

Any employee desiring to attend a seminar or conference may apply to the Superintendent for permission to attend such seminar or conference and, if approved by the Superintendent, shall receive his/her regular pay for the day or days they attend such seminar or conference and shall also receive reimbursement for reasonable expenses with documentation.

Section 11.14 OTHER LEAVES.

The Employer, at its sole discretion, may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) fiscal year.

Section 11.15 RECORDS.

Attendance and leave records for all employees shall be maintained on a current basis in the school district business office and shall be available for inspection by the employee.

Section 11.16 EFFECT OF LEAVES OF SENIORITY.

Approved leaves of absence without pay, shall not effect seniority.

Section 11.17 MATERNITY PROVISIONS.

Maternity shall be treated as any other illness or disability.

ARTICLE 12
CHECK OFF PROVISIONS

Section 12.1

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment for authorizing payroll deductions for Union dues and withdrawal fees. The form of the assignment is attached hereto as Form B. The Union has the responsibility for collecting the Union authorization forms and providing an alphabetical list of employees for whom dues are to be deducted, indicating the amount to be deducted. These forms are to be presented to the office prior to the beginning of the employee's pay period.

Section 12.2

The authorization for dues deduction shall continue in effect during the year unless revoked by the employee in writing by a notice to the board secretary. Deductions will discontinue in the pay period following receipt of such notice.

Section 12.3

The Board shall transmit to the Union the total monthly deduction for dues within ten (10) days following each regular pay period to the individual designated by the Union.

Section 12.4

The Employer shall make deductions for credit unions provided the employee has provided proper authorization.

Section 12.5

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 13 STEWARDS

Section 13.1

The Employer recognizes the right of the Union to designate a reasonable number of stewards and alternates from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards within ten (10) days after the beginning of the academic year and shall notify the Employer within ten (10) days of any change.

Section 13.2

A steward is expected to contact other employees regarding grievances at shift change unless he secures prior permission from the Supervisor. He/she may not leave his/her job assignment or cause another employee to leave his/her job assignment unless he/she has prior approval from the Supervisor.

Section 13.3

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues if payroll deduction is not used and then only when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by the local Union, or its officers, provided with such messages and information:

- (1) have been reduced to writing.
- (2) If not reduced to writing, are of a routine nature and do not involve work stoppages or slow downs.

Section 13.4

The Union recognizes that job stewards and alternates have no authority to take any strike action or any other action interrupting the Employer's operation.

ARTICLE 14 MEDICAL EXAMINATIONS

Section 14.1 REQUIRED MEDICAL EXAMINATIONS.

All employees shall file with the Business Office at the beginning of service a written report of a medical examination by a physician. The report shall be on the form provided by the school. Upon receipt of the required report, the Business Office shall file the report and shall use said report as a valid claim to reimburse the employee forty-five dollars (\$45.00), eighty-five dollars (\$85.00) for bus drivers. Physical examinations will be taken at a frequency determined by the Board of Directors.

ARTICLE 15 SAFETY, ACCIDENTS AND REPORTS

Section 15.1

An employee involved in an accident while operating school equipment shall report within twenty-four (24) hours said accident to his/her supervisor, and is responsible for filling out an accident report within twenty-four (24) hours, turning in all available names and addresses of witnesses. He/she shall also report any physical injuries sustained by themselves or any other persons involved in such accident.

Section 15.2

An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of his/her shift.

Section 15.3

It is the duty of an employee immediately at the end of his/her shift to report all defects in equipment that he/she has used during the shift.

ARTICLE 16
COMPLETE AGREEMENT

Section 16.1

This Agreement replaces any and all other verbal or written agreements. The Union and the Employer acknowledge that the understandings and agreements arrived at between the parties after negotiations are set forth in this Agreement and in the extensions thereof, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 16.2

This Article is not intended to prohibit discussion between the Employer and employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement.

ARTICLE 17
PERIOD OF AGREEMENT

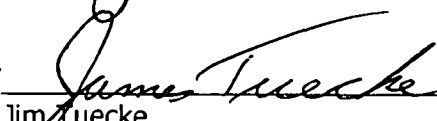
Section 17.1

This Agreement shall be in full force and effect from July 1, 2005 to and including June 30, 2007, and shall continue in full force and effect from year to year thereafter unless written notice to change or modify is served by either party hereto prior to date of expiration between September 1, 2006 and September 15, 2006.


Signed this 11th day of May, 2005.

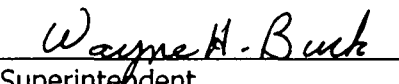
CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with
the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

BY 
Secretary-Treasurer

BY 
Jim Tuecke
Business Representative

EASTERN ALLAMAKEE COMMUNITY
SCHOOL DISTRICT

BY 
President

BY 
Superintendent

GRIEVANCE REPORT

FORM A

Date Filed

School District

Building

Distribution of Form

1. Union

2. Employee

3. Appropriate Supervisor

4. Superintendent

Name of Aggrieved Person

FIRST STEP:

A. Date of Violation Occurrence: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance*: _____

D. Relief Sought*: _____

Signature

Date

E. Disposition by Principal of Immediate Supervisor: _____

Signature of Principal or
Immediate Supervisor

Date

*If additional space is needed, attach additional sheets.

SECOND STEP:

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition of Superintendent _____

Superintendent or Designee Date

THIRD STEP:

A. _____
Signature of Aggrieved Person Signature of Union Representative

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

Copies of third step grievances shall be forwarded to the Union by the District.